

ALFAST FIXINGS & FASTENERS LTD

TERMS & CONDITIONS OF SALE

1. THE CONTRACT

- 1.1 For the purposes of this contract hereafter ALFAST FIXINGS & FASTENERS LTD shall be described as the "Supplier" and the entity placing an order shall be described as the "Customer".
- 1.2 There can be no variance to the Terms and Conditions of Sales (the Contract) whatsoever unless varied by written documentation and signed by an authorised signatory of the Supplier.
- 1.3 The placing of an order by a customer shall be deemed acceptance of the Terms in their entirety. Any subsequent verbal orders will be bound by these terms.

2. PRICES

- 2.1 All prices are exclusive of VAT and are subject to the prevailing rate of VAT at the date of invoice. All prices quoted apply to a specific order only and are subject to change, without prior notification.
- 2.2 All prices quoted are strictly net and ex-works unless otherwise advised and are held for 48 hours only. After 48 hours, the prices are subject to change due to volatility of prices in raw materials.
- 2.3 The company reserves the right to charge the customer for any special delivery requirements e.g. Overnight Delivery, Non-Standard Packaging.

3. DELIVERY

- 3.1 All dates given by the Supplier for delivery are estimated dates only and therefore the Supplier shall incur no liability for any loss or damage whatsoever as a result of a failure to adhere to any such dates not can any such failure be used as an excuse for non-acceptance of any such delivery.
- 3.2 The Supplier shall be entitled to make partial deliveries, invoice for goods delivered and expect payment in accordance with their terms of payment.
- 3.3 It is the Customer's responsibility to inform the Supplier and the Carrier of any discrepancies against the delivery documents i.e. short delivered or damaged goods. Notification of such terms must be given in writing to the Supplier and the Carrier within 7 days from the date of delivery. If it is not possible to examine the goods at the time of delivery the Carrier's documents must be marked Unexamined. (Time is of the essence in this clause).
- 3.4 Items notified to the Supplier as damaged must be returned within 7 days from the date of the notification. All items will only be accepted for refund/credit by the Supplier if they are returned in the original boxes/packaging. (Time is of the essence in this clause).

4. TERMS OF PAYMENT

- 4.1 All payments are due no later than 30 days following the month of invoice date. These payment terms shall apply at all times unless varied in writing by an authorised Director of Alfast Fixings & Fasteners Ltd.
- 4.2 All remittances received will be allocated to invoices and credited to the Customer's account in chronological order.
- 4.3 All amounts overdue for payment to the Supplier shall, at the Supplier's discretion, bear interest at the rate of 8% per month, compounded, for the period from the date of invoice to the date of settlement. (Such penalty shall apply regardless as to whether Judgement in a Court of Law has been obtained). In addition all costs of any recovery action shall be borne by the Customer.
- 4.4 In the event of the Supplier having any indication of the Customer being unable to settle its accounts as and when they fall due, notwithstanding any other remedies, all accounts due to the Supplier shall become payable in full immediately. In addition the Supplier reserves the right to uplift goods supplied to mitigate amounts due to it and shall assess such goods and credit such values, as it deems reasonable.

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5. TITLE AND RISK

- 5.1 Risk and therefore responsibility for insurance of all items supplied shall pass to the customer upon delivery within the United Kingdom.
- 5.2 All goods supplied for destinations outside the United Kingdom are sold FOB and acceptance by the Shipping Agent on behalf of the Customer shall constitute delivery of the goods, and insurance and risk liability shall pass to the Customer at this point.
- 5.3 Title of items supplied by the Supplier does not pass until all outstanding amounts due to the Supplier, for any reason whatsoever, have been settled in full, including any penalties for late payment accruing under these Terms as varied by Government Legislation. No goods are supplied on a "sale or return" basis.

6. WARRANTY

- 6.1 The Supplier warrants that all goods supplied are to the best of their knowledge of merchantable quality and are free of any defects due to materials, design, or workmanship.
- 6.2 Should the Supplier accept the validity of any claim under Clauses 3.3 and 3.4, as well as any other type of claim by a customer, liability shall be limited at all times to the replacement or repair of such items. The method of settlement of any claim is at the discretion of the Supplier. No third party claims will be entertained, as it is incumbent upon the customer to ensure that the correct purpose of all goods is supplied to end-users.
- 6.3 The Supplier reserves the right to make alterations in design, colour, finish or content of the goods sold from the samples shown or displayed in brochures or catalogues. All goods are supplied subject to availability.
- 6.4 For items made to a Customer's specific request then the Supplier reserves the right to over/under delivery to a tolerance of plus or minus 20% on orders of up to 25 pieces, and to a tolerances of 10% on any order over 25 pieces.
- 6.5 The Supplier at all times reserves the right, notwithstanding any other remedies available to it, to refuse to supply and/or suspend further deliveries and/or stop goods in transit or fulfil any other obligations of this contract without having to give a good reason, whether or not the Customer fails to fulfil any of its obligations under this contract.

7. LIABILITY

- 7.1 In the event of insolvency, liquidation, administration, administrative receivership, receivership, voluntary arrangement or bankruptcy notwithstanding any other remedies available to the Supplier, Clause 4.4 of this contract applies.
- 7.2 The Supplier has no liability to the client for consequential loss whatsoever due to short, late or incomplete deliveries or damaged goods.
- 7.3 The Supplier shall not be held responsible to the Customer and therefore has no liability to the customer whatsoever for non-performance whatsoever in whole or in part of its obligations as conferred under the Terms of this contract for any reason or cause beyond its control. Such reasons shall include (but not inclusively), strikes, lockouts, disruption of power, transport, materials or fuel supplies, acts of war and civil disturbance.

8. CANCELLATION

- 8.1 Should the Customer decide at any time after placing an order, to cancel or change their instruction, the Supplier shall, at his discretion, be entitled to invoice as if the order had been fulfilled in its entirety, such entitlement shall be in addition to other rights conferred upon the Supplier as contained in these Terms.

9. LAW

- 9.1 This agreement is governed by the Laws of England and Wales.